

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

Chapter 11

AVON PLACE LLC,

Case No. 25-41368 (JMM)

Debtor.

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STIPULATION OF UNCONTESTED FACTS

Pursuant to the Court's *Pretrial Scheduling Order*, dated July 22, 2025 [ECF 102], in advance of the August 18, 2025 evidentiary hearing and trial of Debtor Avon Place LLC's (the "Debtor") objection to Claim No. 10 filed by Secured Creditor 44 Avonwood Road Credit LLC ("Avonwood Credit") and of the confirmation of the Debtor's proposed *Amended Chapter 11 Plan* [ECF 77], dated June 12, 2025 [ECF 77], the undersigned parties submit this Stipulation, by and between the Debtor and Avonwood Credit of the following uncontested or admitted facts or matters which require no proof.

A. The Pertinent Loan Documents

1. On or about September 30, 2022, the Debtor executed a *Promissory Note* in favor of Bankwell Bank ("Bankwell") in the original principal amount of \$25,312,500.00 (the \$25,312,500 Note).

2. The \$25,312,500 Note states, in part, that the holder of the note is also entitled to "any costs and expenses, including reasonable documented attorneys' fees, incurred in the collection of this Note or in protecting or sustaining the lien of the loan documents executed by Borrower and delivered to Lender in connection with the Loan"

3. The \$25,312,500 Note related to the property located at 44, 46, 47 & 48 Avonwood Road, in the Town of Avon, County of Hartford and State of Connecticut (the

“Property”) owned by the Debtor.

4. On or about October 21, 2022, the Debtor executed a *Non-Revolving Line of Credit Note* in favor of Bankwell in the original principal amount of \$2,687,500.00 (the “\$2,687,500 Note”, and with the \$25,312,500 Note, collectively the “Notes”).

5. The \$2,687,500 Note states, in part, that the holder of the note is also entitled to “any costs and expenses, including reasonable attorneys’ fees, incurred in the collection of this Note or in protecting or sustaining the lien of the same.”

6. The Notes were properly executed, and are valid and enforceable obligations of the Debtor.

7. As security for the \$25,312,500 Note, on or about September 30, 2022, the Debtor granted an *Open-End Mortgage Deed and Security Agreement* of the Property in favor of Bankwell (the “\$25,312,500 Mortgage”).

8. Page 3 of the \$25,312,500 Mortgage, in part, states that

... the Mortgagee as of this date has made to the Mortgagor a loan in the principal amount of Twenty Five Million Three Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$25,312,500) (the “Loan”), as evidenced by a Promissory Note dated of even date herewith in such amount payable to the Mortgagee or order, a copy of which is attached hereto as Schedule B and made a part hereof (the “Note”).

9. Section 1.2 of the \$25,312,500 Mortgage states, in part, that the Debtor “... shall pay the entire Indebtedness stated in the [\$25,312,500] Note, including, but not limited to, all outstanding principal and interest thereon”

10. The \$25,312,500 Mortgage was recorded in Volume 779 at Page 698 of the Avon, Connecticut Land Records.

11. As security for the \$2,687,500 Note, on or about December 15, 2022, the Debtor granted an *Open-End Mortgage Deed and Security Agreement* of the Property in favor of

Bankwell, as subsequently modified (as modified, the “\$2,687,500 Mortgage”, and with the \$25,312,500 Mortgage, collectively the “Mortgages”).

12. Page 3 of the \$2,687,500 Mortgage states, in part, that

... the Mortgagee has entered into a Commercial Non-Revolving Loan Agreement with Mortgagee [sic] dated October 21, 2022 (hereinafter the “Loan Agreement”), pursuant to which the full amount of the Loan therein authorized is Two Million Six Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$2,687,500.00) (the “Loan”), as evidenced by the Non-Revolving Line of Credit Note dated October 21, 2022 in such amount payable to the Mortgagee or order, a copy of which is attached hereto as Schedule B and made a part hereof (the “Note”).

13. Section 1.2 of the \$2,687,500 Mortgage states, in part, that the Debtor “... shall pay the entire Indebtedness stated in the [\$2,687,500] Note, including, but not limited to, all outstanding principal and interest thereon”

14. The \$2,687,500 Mortgage was recorded in Volume 781 at Page 503 of the Avon, Connecticut Land Records.

15. The \$2,687,500 Mortgage was modified by a *First Amendment of Note, Open-End Mortgage and Other Loan Documents* dated January 31, 2023, which was recorded in Volume 782 at Page 707 of the Avon, Connecticut Land Records.

16. The \$2,687,500 Mortgage was modified by *Second Amendment of Note, Open-End Mortgage and Other Loan Documents* dated May 4, 2023, which was recorded in Volume 784 at Page 736 of the Avon, Connecticut Land Records.

17. The Mortgages were properly executed and recorded, and are valid and enforceable obligations of the Debtor.

18. As further security for the \$25,312,500 Note and Mortgage, on September 30, 2022, the Debtor granted an *Assignment of Leases and Rents* of the Property in favor of Bankwell (the “Sept. 30 Assignment”).

19. The Sept. 30 Assignment was recorded in Volume 779 at Page 732 of the Avon, Connecticut Land Records.

20. As further security for the \$2,687,500 Note and Mortgage, on or about December 15, 2022, the Debtor granted an *Assignment of Leases and Rents* of the Property in favor of Bankwell (the “Dec. 15 Assignment”, and with the Sept. 30 Assignment, the “Assignments”, and with the Notes and Mortgages, collectively the “Loan Documents”).

21. The Dec. 15 Assignment was recorded in Volume 781 at Page 537 of the Avon, Connecticut Land Records.

22. The Assignments were properly executed and recorded, and are valid and enforceable obligations of the Debtor.

23. Bankwell placed the \$474,744.98 insurance check (the “Insurance Proceeds”) into an escrow account in December 2024. Upon the execution of the Bankwell Assignment (defined herein), Avonwood Credit applied those proceeds as alleged in Claim No. 10.

24. On or about January 30, 2025, Bankwell assigned all of its rights in the Loan Documents to Avonwood Credit pursuant to an *Assignment of Mortgages and Other Instruments* (the “Bankwell Assignment”).

25. The Bankwell Assignment was recorded in Volume 800 at Pages 688-89 of the Avon, Connecticut Land Records.

B. The Foreclosure Action and Debtor’s Bankruptcy

26. On February 27, 2025, Avonwood Credit commenced a foreclosure action (the “Foreclosure Action”) in Connecticut Superior Court, Judicial District of Hartford (Case No. HHD-CV25-6199961-S) against the Debtor.

27. On March 21, 2025 (the “Petition Date”), the Debtor filed a voluntary petition

for relief under Chapter 11 of Title 11 of the United States Code with this Court.

28. On June 12, 2025, the Debtor filed its *Amended Chapter 11 Plan* [ECF 77] (the “Amended Plan”).

C. Avonwood Credit’s Proof of Claim

29. On May 19, 2025, Avonwood Credit filed a proof of claim alleging a secured claim, net of the Insurance Proceeds, in the aggregate amount of \$35,156,668.77.

30. Avonwood Credit’s claim is carried on the Debtor’s claim registry under claim no. 10.

31. On June 10, 2025, the Debtor filed an objection to Avonwood Credit’s claim.

Dated: New York, New York
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